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testator's intent by considering the whole will, and those cases which lay stress upon the matter of definition of the term "wearing apparel."

WILLS—CONTINGENT WILL.—Deceased wrote a letter to her aunt, asking her to dispose of her property. The first part of the writing was as follows: "On Sunday evening I go to St. Elizabeth's Hospital to have a slight operation. I do not anticipate any trouble, but no one never knows. If anything should happen to me, I want you * * * to do this for me. See that everything I have * * * goes to George B. G." Two days from the date thereof the writer was taken to the hospital, where the operation was performed, and some time later she left the institution fully recovered. About six months later she died. The letter was never sent to the aunt, but was delivered by deceased to George B. G., who offered it for probate. *Held,* a contingent will, and hence not entitled to probate. *Walker* v. *Hibbard,* (Ky., 1919) 215 S. W. 800.

The court distinguished those cases, on the one hand, where the instrument is written only to make provision against a death that might occur on account of, or as a result of, the specific thing assigned as a reason for writing the will, in which case it will be a contingent will, and those cases, on the other, where the causes assigned for writing it are merely a general statement of the reasons or a narrative of the conditions that induced the testator to make his will, in which case it will be a perfect testamentary instrument. In the latter class the Kentucky court placed *Likefield* v. *Likefield,* 82 Ky. 589; *Bradford* v. *Bradford,* 4 Ky. Law Rep. 947; and *Forquer's Estate,* 216 Pa. St. 331; and in the former *Maxwell* v. *Maxwell,* 3 Metc. (Ky.) 101, and *Morrow's Appeal,* 116 Pa. St. 440, as well as the instant case. For a discussion of the question involved see 18 MICH. L. REV. 168, where *In re Tinsley's Will* (Ia., 1919), 174 N. W. 4, was considered. It will be noted that the *Tinsley* case was rightly decided if the test laid down in the instant case is applied, for the words there used, namely, "In case of any serious accident," are general and not specific. In the case at hand the court was correct when it held that the declarations of deceased at the time she delivered the letter to the supposed devisee were inadmissible to show that she intended to make the writing a permanent will. The authorities are in accord that to allow such a course would be to nullify the parol evidence rule, and would have the effect of permitting wills to be made partly by a writing and partly by parol. Where, however, there is a latent ambiguity in the instrument, such evidence is admitted in order to arrive at the real intent of the testator. See, on this point, the *Maxwell* and *Forquer* cases, *supra.*

WILLS—SUFFICIENCY OF DATE—OLOGRAPHIC WILL.—The date of an olographic will written thus, "9-8--18," was *held* to be insufficient under the civil code of Louisiana, which declares that in order to be valid such will "must be entirely written, dated, and signed by the hand of the testator." *Succession of Beird,* (La., 1919) 82 So. 881.

The statutory requirements as to olographic wills are strictly construed. A striking example of this strictness is furnished by the case of *Succession*